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CONVENTION

AND

FUNDAMENTAL ARTICLES OF AGREEMENT,

Between The St. Lawrence and Atlantic, and The Atlantic and St. Lawrence Railroad Companies,

ENTERED INTO THE 17th DAY OF APRIL, A. D. 1846.

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THIS INDENTURE of two parts made and concluded this seventeenth day of April, in the year of our Lord one thousand eight hundred and forty-six, by and between the St. Lawrence and Atlantic Railroad Company, acting by GEORGE MOFFATT, AUGUSTIN NORBERT MORIN and SAMUEL BROOKES, their Committee for this purpose, duly appointed on the one part; and the Atlantic and St. Lawrence Rail Road Company, acting by WILLIAM PITT PREBLE, JOHN MUSSEY and JOHN BUNDY BROWN, their Committee for the same purpose, duly appointed on the other part—*Witnesseth*: That, whereas the two Companies were incorporated for the express purpose, as appears by their respective charters, of constructing a continuous Rail Road from the navigable waters of the River St. Lawrence, at Montreal, to the navigable waters of the Atlantic Ocean, at Portland, for the common convenience, use and benefit of the citizens, subjects and residents, as well of Great Britain and its several Provinces and dependencies, as of the State of Maine and of the other States of the American Union; and whereas, for the purpose of carrying into effect the intentions of the Provincial Parliament of Canada, and of the Legislature of Maine, in authorizing and empowering said Companies to construct said Railroad, it has become necessary for the two parties to this indenture to agree upon some uniform plan and system of construction, and upon the point of connection and junction at the boundary between the territories of Great Britain and the United States, and upon some general principles, rules and regulations for the management and con-

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ducting of the operation and business of the road when constructed;—now, therefore, it is mutually covenanted and agreed by and between the parties of the first and second part, as follows, viz:

1st. The Atlantic terminus of the proposed Rail Road, shall be on a wharf of suitable dimensions and construction for the purposes and business of the road, extending to the navigable waters of Portland harbour, to be built at such particular place at Portland, as the Directors of the Atlantic and St. Lawrence Rail Road Company, in the exercise of their best judgment and discretion, shall determine to be most convenient and suitable for the purposes and business, and for the best interests of the road.

2nd. The St. Lawrence terminus of the proposed Rail Road, shall be on a wharf of suitable dimensions and construction for the purposes and business of the road, extending to the navigable waters of the river St. Lawrence, at such particular place opposite, or nearly opposite Montreal, as the Directors, or other proper Officers of the St. Lawrence and Atlantic Rail Road Company, in the exercise of their best judgment and discretion, shall determine to be most convenient and suitable for the purposes and business, and for the best interests of the road.

3d. The point of junction and connection between the St. Lawrence and Atlantic Rail Road, and the Atlantic and St. Lawrence Rail Road, shall be at some place at the boundary between the United States and Canada, to be hereafter mutually agreed upon, after the various passes shall have been fully explored and examined by competent Engineers, and all material facts, having a bearing on the question, shall have been ascertained; it being distinctly understood and agreed that in no case shall the point of connection and junction be further west than the Coaticooke River: and further, that the point or place so to be mutually agreed upon, is to be that one only, which after such examination and exploration, a Commission, consisting of three members to be appointed under the authority of the parties of the first part, and three members to be appointed under the authority of the parties of the second part, shall in the exercise of their best judgment and discretion, and after full consideration and discussion, recommend, and the Directors, or those exercising the authority of Directors of the respective Companies, shall afterward approve and determine to be most advantageous, and adopt.

4th. For the purpose of facilitating and expediting a decision in regard to the point of junction and connexion between the two proposed roads, the respective Committees, acting in behalf of the first and second parts, shall meet at Sherbrooke as soon as may be convenient, and there agree upon such general principles, and make such arrangements in regard to surveys and re-

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connoissances and points to be examined and routes to be explored, as in their judgment shall be best calculated to enable the two Companies to come to a speedy and satisfactory determination of the question. And it is mutually agreed by the respective parties of the first and second parts, that they will respectively, and as soon as circumstances will admit, take the necessary measures to have the point of junction fixed and finally settled and determined, as soon as it can be done consistently and understandingly, and with a full view and knowledge of all the facts and considerations, which ought to govern in their decision.

5th. The proposed road shall be constructed throughout its whole extent, on the same general plan and system. The bed of the road shall be laid sufficiently high to protect it from being clogged up and rendered impassable by ice or snow. The rails shall be of a uniform pattern, and of the same material and weight the yard. The gauge shall be that of five feet six inches in the clear between the rails. The maximum gradient shall not, if possible, exceed sixty feet to the mile. The general direction of the road, from the place of junction and connection to each terminus, shall be as straight as the nature of the country through which it passes, and the Charters and other circumstances, will admit. The road shall be laid out not less than six rods wide throughout its whole extent. The bed of the road shall be made, and the rails laid in the first instance, with the ulterior view of a double track, when the business of the road shall require it.

6th. When the road shall have been so far completed as to be opened for business, each Company shall have furnished for the use of the road a sufficient number of Cars for passengers and freight, suitable for the business of the road. Rules and Regulations for conducting the business of the road shall be adopted, predicated upon the broadest and most enlarged principles of mutual convenience and accommodation, and with a view to advance the joint and reciprocal interests as well of the contracting parties as of the public. No distinction shall be made in the transportation of passengers on account of their citizenship or nationality; nor shall any difference or discrimination be made in the freight or other expenses of any article or merchandise on account of its foreign or domestic origin or ownership. The inhabitants of the British Provinces and the subjects of Great Britain on the one part, and the citizens of Maine and of the United States on the other, shall at all times be entitled to, and receive from the parties of the first and second parts respectively, the same accommodation and the same privileges at the same rates and charges, without any distinction or discrimination whatever.

7th. Each party reserves to itself the management, control and proceeds of its own way business. Passengers and freight transported over the whole length of both roads, and also over the

whole length of one and a part of the other road, shall be considered, as between the parties to this indenture as through business. A tariff of rates of passage and freight through shall be agreed upon by the parties of the first and second parts, and the amount received in each case shall be apportioned and divided to each party, according to the number of miles of their respective roads over which the passenger or freight shall have been transported.

8th. After this agreement shall have been approved, confirmed and ratified by the respective Directors or other Officers duly authorized, performing the duties of Directors of the respective companies, each party shall commence without any unreasonable delay the construction of their respective roads and prosecute the same with all reasonable diligence, so that each party shall have completed the same to the point of junction at the boundary, and the whole road be in successful operation within five years from the time the point of junction and connection of the two roads shall have been fixed and finally determined in the manner herein before provided by articles three and four of this indenture.

9th. In case any difference of opinion should arise between the Boards of Directors of the respective companies, which could not be amicably arranged between the two parties, touching the rates of freights or passages, or the management of the respective roads, or the furnishing of Cars or Engines, or the just proportion of charges and expenses which in any case ought in equity to be borne by both companies or either, or respecting the transportation of passengers and freight by either road, or any other subject of difference, all such differences between the respective Boards of Directors, shall be submitted to arbitration in the manner following, viz:—One disinterested Arbitrator shall be selected by each Board of Directors, to whom the matter in controversy shall be submitted, and in case the Arbitrators thus selected cannot agree, they shall select a third Arbitrator, and the decision in writing by majority of the board of Arbitrators thus appointed and constituted, on the point or matter in controversy, shall be binding and conclusive upon the two companies, in regard to the matter so submitted.

10th. And it is hereby further agreed by and between the said two contracting parties to these presents, that in the event of war occurring between Great Britain and the United States of America, then and in every such case during the interruption thereby caused, this agreement shall remain in abeyance.

11th. This agreement and the covenants therein contained, having been signed by the respective committees of the two Companies, and having been first submitted to the Directors of the Atlantic and St. Lawrence Railroad Company on the one part, and to the Committee (or Directors) for managing the af-

fairs of the St. Lawrence and Atlantic Railroad Company on the other, and by them respectively approved and ratified, and the Seal of the Corporation hereunto affixed, shall thereafter be forever binding on the two Companies.

And to the full and faithful performance of the several agreements by each party to be done and performed, and to the keeping of all and singular, the covenants by them to be severally kept, the said Atlantic and St. Lawrence Railroad Company on the one part, and the said St. Lawrence and Atlantic Railroad Company on the other, bind themselves each to the other.

And further in satisfaction of any injury and damage which may arise from the non-fulfilment of any or all of the within stipulations, by either of the two contracting parties, the St. Lawrence and Atlantic Railroad Company on the one part, and the Atlantic and St. Lawrence Railroad Company on the other part, do hereby pledge the entire Capital Stock of their respective Corporations each to the other.

IN WITNESS WHEREOF, the said *William Pitt Preble, John Mussey and John Bundy Brown*, on the one part, in behalf of the said Atlantic and St. Lawrence Railroad Company, and the said *George Moffatt, Augustin Norbert Morin, and Samuel Brookes*, on the other, in behalf of the St. Lawrence and Atlantic Railroad Company, have hereunto interchangeably set their hands the day and year above written.

G. MOFFATT.
A. N. MORIN.
SAMUEL BROOKES.
WM. P. PREBLE.
JOHN MUSSEY.
J. B. BROWN.

At a meeting of the Directors of the St. Lawrence and Atlantic Railroad Company, held at Montreal this eighteenth day of April, in the year of our Lord, one thousand eight hundred and forty-six.

The Sub-committee of the Board of Management of this Company, appointed by resolution of the 25th of March last, and further authorised by the Resolve of this Board of the 17th instant, having submitted to this Board for their consideration, an Indenture of two parts, bearing date the seventeenth day of April instant, entered into by the Honorable George Moffatt, the Honorable Augustin Norbert Morin and Samuel Brookes, Esquire, a Committee for that purpose duly appointed by the Committee of Management of this Company, and further authorised by the Resolution of this Board of the 17th April instant, on the one part, in behalf of the St. Lawrence and Atlantic Railroad Company, and the Honorable William Pitt Preble, John

Mussey and John Bundy Brown, Esquires, a Committee for that purpose, duly appointed by the Board of Directors of the Atlantic and St. Lawrence Railroad Company, appointed under their Resolve of the 29th of October, 1845, on the other part, on behalf of said Company:

1st. *Resolved*, That the Indenture and Agreement aforesaid, be and the same hereby is approved, ratified, confirmed and adopted as the duly authorised Act of this Board.

2d. *Resolved*, That a duplicate of this act of ratification, and adoption, attested by the President, be attached or subjoined to the original Indenture, and the Seal of this Corporation be thereunto affixed, as required by the terms of said Indenture.

3d. *Resolved*, That said Indenture be entered at large on the Records of this Board.

In obedience to the second Resolution above recited, I have subjoined a duplicate of the act of ratification to this original Indenture, and affixed thereto the Seal of the St. Lawrence and Atlantic Railroad Company, this twenty-first day of April, A. D. one thousand eight hundred and forty-six.

{ L. S. }

G. MOFFATT, *President*.

THOMAS STEERS, *Secretary*.

At a meeting of the Directors of the Atlantic and St. Lawrence Railroad Company, held at Portland, this twenty-eighth day of April, in the year of our Lord, one thousand eight hundred and forty-six:

The Committee of this Board, appointed under the Resolve of Oct. 29th, A.D. 1845, having submitted to this Board for their consideration, an Indenture of two parts, bearing date the seventeenth day of April inst., entered into by the Hon. William Pitt Preble, John Mussey, and John Bundy Brown, Esquires, on the one part, in behalf of the Atlantic and St. Lawrence Railroad Company, and the Hon. George Moffatt, the Hon. Augustin Norbert Morin, and Samuel Brookes, Esquire, a Committee for that purpose duly appointed by the Committee of Management of the St. Lawrence and Atlantic Railroad Company, on the other part, in behalf of said Company:

1st. *Resolved*, That the Indenture and Agreement aforesaid, be and the same hereby is approved, ratified, confirmed and adopted as the duly authorised act of this Board.

2d. *Resolved*, That a duplicate of this act of ratification and adoption, attested by the President, be attached or subjoined to the original Indenture, and the Seal of this Corporation be thereunto affixed, as required by the terms of said Indenture.

3d. *Resolved*, That said Indenture be entered at large on the Records of this Board.

In obedience to the second Resolution above recited, I have subjoined a duplicate of the Act of Ratification to this original Indenture, and affixed thereto the Seal of the Atlantic and St. Lawrence Railroad Company, this 29th day of April, A. D. one thousand eight hundred and forty-six.

WM. P. PREBLE, *President.*

B. CUSHMAN, *Clerk and Secretary.*

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